

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Doskocil Manufacturing Company, Inc.		01/31/2006	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	55 South Lake Ave., Suite 900
Internal Address:	Attn: Portfolio Manager
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	national bank: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76657116	ATTRACT-O-MAT
Serial Number:	76660647	CHEE-ZUR
Serial Number:	76660648	CUTTING BOARD SELECT BITS
Serial Number:	76660649	CUTTING BOARD SELECTS
Serial Number:	76660650	NUTTA BUTTA
Serial Number:	76658474	PETMATE BAKERY DELIGHTS

CORRESPONDENCE DATA

Fax Number: (213)443-2926

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

Address Line 1: 333 S. Hope St., 48th Floor

CH \$165.00 76657116

900071387

TRADEMARK
REEL: 003496 FRAME: 0752

Address Line 2: Attn: J. Cravitz
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 067Z-108718

NAME OF SUBMITTER: Julie Cravitz

Signature: /julie cravitz/

Date: 03/09/2007

Total Attachments: 16

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AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT (this "Agreement"), dated as of January 31, 2006, is entered into by and among each of the Persons listed on the signature pages hereto (each a "Debtor" and collectively "Debtors"), and BANK OF AMERICA, N.A. ("Bank of America"), in its capacity as agent ("Agent") for itself and the Secured Party (as defined below), having an office at 55 South Lake Avenue, Suite 900, Pasadena, California 91101, with reference to the following facts:

RECITALS

A. Dorskocil Manufacturing Company, Inc., a Texas corporation ("Borrower"), previously executed a Trademark and Patent Security Agreement, dated December 30, 2003, in favor of Secured Party (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Security Agreement").

B. The lenders party thereto (collectively, the "Lenders") and Bank of America, as agent for itself, the Term Loan B Agent and the Lenders, and Ableco Finance LLC, as Term Loan B Agent have entered into financing arrangements with Borrower, pursuant to an Amended and Restated Loan and Security Agreement of even date herewith (as the same now exists or may hereafter be amended or supplemented, the "Loan Agreement") (the Loan Agreement, together with this Agreement, and all other related documents, agreements, instruments or notes, as the same may now exist or may hereafter be amended or supplemented, are referred to herein collectively as the "Loan Documents").

C. In connection with the Loan Agreement, Aspen Pet Products Holdings, Inc., a Delaware corporation ("Aspen Holdings") and Aspen Pet Products, Inc., a Delaware corporation ("Aspen", and collectively with Aspen Holdings and any other party which may become a party thereto, "Guarantors") entered into that certain Guaranty of even date herewith, in favor of Agent for the benefit of Secured Party (as defined below) (as amended, restated, supplemented or otherwise modified, the "Guaranty").

D. As a condition of the availability of such financing arrangements, Debtors are required to enter into this Agreement to grant security interests to the Secured Party as herein provided.

E. This Agreement amends and restates in its entirety (but without novation) the Existing Security Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtors and Secured Party agree as follows:

1. DEFINITIONS. Terms defined in the Loan Agreement and not otherwise defined in this Agreement shall have the meanings given those terms in the Loan Agreement as though set forth herein in full. The following terms shall have the meanings respectively set forth after each:

"Intellectual Property Collateral" means (a) all of Debtors' now existing or hereafter acquired right, title, and interest in and to: all of Debtors' trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, designs and applications described in Schedule A hereto (collectively, the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all of Debtors' now existing or hereafter acquired right, title and interest in and to: all of Debtors' interests in any patents, whether foreign or domestic; all applications, registrations and recordings relating to such patents in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof and all reissues, extensions and renewals thereof, including, without limitation, those patents, applications, registrations and recordings described in Schedule B hereto (the "Patents"); and (d) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtors against third parties for infringement of the Trademarks, Patents or of any licenses with respect thereto.

"Secured Party" means (a) Agent for itself and/or acting on behalf of the Revolving Loan Lenders and the Term Loan A Lenders, and (b) Agent acting on behalf of the Term Loan B Agent and the Term Loan B Lenders. Subject to the terms of the Loan Agreement, any right, remedy, privilege or power of Secured Party shall be exercised by Agent.

"Secured Revolving Credit and Term Loan A Obligations" means, (a) as to Borrower, all Revolving Credit and Term Loan A Obligations of Borrower to Secured Party under the Loan Documents, and (b) as to each Guarantor, all Guaranteed Revolving Credit and Term Loan A Obligations (as defined in the Guaranty) of such Guarantor to Secured Party under the Guaranty, including without limitation, as set forth in Section 2 (a) of the Guaranty, all whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including obligations of performance as well as obligations of payment, and including interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against any Debtor.

"Secured Term Loan B Obligations" means, (a) as to Borrower, all Term Loan B Obligations of Borrower to Secured Party under the Loan Documents, and (b) as to each Guarantor, all Guaranteed Term Loan B Obligations (as defined in the Guaranty) of such Guarantor to Secured Party under the Guaranty, including without limitation, as set forth in

Section 2 (b) of the Guaranty, all whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including obligations of performance as well as obligations of payment, and including interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against any Debtor.

2. SECURITY INTEREST

A. Security Interest in Intellectual Property Collateral Granted to Agent, the Revolving Loan Lenders, and the Term Loan A Lenders. In order to secure the prompt and indefeasible payment and performance of the Secured Revolving Credit and Term Loan A Obligations, each Debtor hereby grants to Secured Party (as defined in subsection (a) of such definition), a security interest in the Intellectual Property Collateral.

B. Security Interest in Intellectual Property Collateral Granted to Term Loan B Agent and the Term Loan B Lenders. In order to secure the prompt and indefeasible payment and performance of the Secured Term Loan B Obligations, each Debtor hereby grants to Secured Party (as defined in subsection (b) of such definition), a security interest in the Intellectual Property Collateral.

C. Separate Grants of Security and Separate Classification. By accepting the benefits of this Agreement, Agent, on behalf of itself, the Revolving Loan Lenders, and the Term Loan A Lenders, and Term Loan B Agent, on behalf itself and the Term Loan B Lenders, acknowledge and agree that the grants of Liens pursuant to this Agreement and the similar grants of Liens set forth in favor of the holders of the Revolving Credit and Term Loan A Obligations and the Term Loan B Obligations in the other Loan Documents constitute two separate and distinct grants of Liens; and agree to the provisions of Section 6.5 of the Loan Agreement, as applicable to this Agreement.

3. WARRANTIES AND COVENANTS

Each Debtor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding or any commitment by Lenders to extend credit to Borrower under the Loan Agreement is in effect):

A. Subject to any exceptions or qualifications as set forth in Section 8.1.16 of the Loan Agreement, all of the existing Intellectual Property Collateral is valid and subsisting in full force and effect to such Debtor's knowledge, and such Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Each Debtor will, at such Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Intellectual Property Collateral as valid, subsisting and registered trademarks and patents, including, without limitation, the filing of any renewal affidavits and applications. The Intellectual Property Collateral is not subject to any lien, security interest, claim or encumbrance ("Lien"), except the security interest granted hereunder, the licenses, if any, which are specifically described in Schedule C hereto and Permitted Liens.

B. Debtors will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license relating thereto (other than licenses in the ordinary course of business to customers of Debtors), except to Secured Party, or otherwise dispose of any of the Intellectual Property Collateral without the prior written consent of Secured Party except as permitted by the Loan Agreement.

C. Each Debtor will, at such Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Intellectual Property Collateral granted hereunder or to otherwise further the provisions of this Agreement. Each Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Intellectual Property Collateral. Each Debtor further authorizes Secured Party to have this or any other similar security agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office and shall pay any associated filing fees.

D. Each Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Intellectual Property Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuance of an Event of Default.

E. Secured Party may, in its sole discretion, pay any amount or do any act which any Debtor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Intellectual Property Collateral, defend, protect, record, amend or enforce the Obligations, the Intellectual Property Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtors will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Borrower from the Lenders, and shall be payable on demand together with interest at the rate set forth in the Loan Documents and shall be part of the Obligations secured hereby.

F. As of the date hereof, Debtors do not have any Trademarks or Patents registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States of America other than those described in Schedules A and B annexed hereto.

G. Each Debtor shall notify Secured Party in writing of the filing of any application by such Debtor for the registration of a Trademark or Patent with the United States Patent and Trademark Office or any similar office or agency in the United States of America or any State therein within thirty days of such filing. Upon request of Secured Party, Debtors shall execute and deliver to Secured Party any and

all amendments to this Agreement as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark or Patent.

H. Debtors have not abandoned any of the Trademarks or Patents material to the conduct of its business and Debtors will not do any act, nor omit to do any act, whereby such Trademarks or Patents may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Each Debtor shall notify Secured Party immediately if such Debtor knows or has reason to know of any reason why any such application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

I. Each Debtor will take such actions in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America or any State therein or any other country as are necessary to maintain such application and registration of the Trademarks or Patents material to the conduct of such Debtor's business as such Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

J. Each Debtor will promptly notify Secured Party if such Debtor (or any affiliate or subsidiary thereof) learns of any use by any Person of any term or design likely to cause confusion with any Trademark or of any use by any Person of any other process or product which infringes upon any Patent or Trademark. If requested by Secured Party, such Debtor, at such Debtor's expense, shall take such action as Secured Party, in Secured Party's reasonable discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks or Patents material to the conduct of such Debtor's business.

K. Each Debtor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement. Each Debtor hereby grants to Secured Party the right to visit such Debtor's plants and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at such times as permitted in the Loan Agreement.

4. RIGHTS AND REMEDIES

Upon the occurrence of and during the continuance of an Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under applicable law, the Loan Documents or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtors, except as such notice or consent is expressly provided for hereunder or under the Loan Agreement and except as otherwise provided by applicable law.

A. Secured Party may make use of any Trademarks or Patents for the sale of goods or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtors or any Subsidiary of Debtors.

B. Secured Party may grant such license or licenses relating to the Intellectual Property Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

C. Secured Party may assign, sell, or otherwise dispose of the Intellectual Property Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Debtors with ten days prior written notice of any proposed disposition of the Intellectual Property Collateral. Secured Party shall have the power to buy the Intellectual Property Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Debtors shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Intellectual Property Collateral pursuant to subparagraph 4C hereof, Secured Party may at any time execute and deliver on behalf of Debtors, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3D hereof, one or more instruments of assignment of the Trademarks or Patents (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Each Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Intellectual Property Collateral of such Debtor, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

E. Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Intellectual Property Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its sole discretion determine. Debtors shall remain liable to Secured Party and Lenders for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtors will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Loan Agreement.

F. In the event that any such license, assignment, sale or disposition of the Intellectual Property Collateral (or any part thereof) is made after the occurrence and during the continuance of an Event of Default, each Debtor shall supply to Secured Party or Secured Party's designee such Debtor's knowledge and

expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and such Debtor's customer lists and other records relating to the Trademarks and Patents and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, this Agreement, the other Loan Documents, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. MISCELLANEOUS

A. Any failure or delay by Secured Party to require strict performance by Debtors of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtors, specifying such waiver.

B. All notices, requests and demands to or upon the respective parties hereto shall be made in accordance with Section 13.8 of the Loan Agreement. The Debtors hereby appoint Borrower as their authorized agent to receive any notices, requests or demands.

C. In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

D. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

F. The security interest granted to Secured Party shall terminate upon termination of the Loan Agreement and payment in full to the Lenders of all Obligations thereunder as provided in the Loan Agreement.

G. Each Debtor hereby acknowledges and agrees that the waiver and consents, including without limitation any suretyship waivers, agreed to by the


Aspen Pet Products, Inc. and Aspen Pet Products Holdings, Inc. in that certain Guaranty of even date herewith in favor of Secured Party shall be apply to this Agreement.

6. AMENDMENT AND RESTATEMENT OF EXISTING SECURITY AGREEMENT. This Agreement constitutes an amendment and restatement of the Existing Security Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby are not intended by the parties to be, and shall not constitute, a novation or an accord and satisfaction of the Obligations or any other obligations owing to Agent, Term Loan B Agent or the Lenders under the Existing Security Agreement or any other existing original Loan Document.

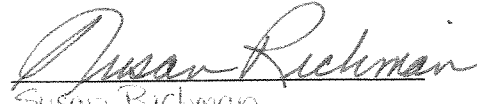
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTORS:

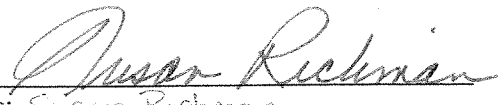
DOSKOCIL MANUFACTURING
COMPANY, INC., a Texas corporation

By: 
Name: Susan Richman
Title: Exec. Vice President & CFO

ASPEN PET PRODUCTS HOLDINGS,
INC., a Delaware corporation

By: 
Name: Susan Richman
Title: Exec. Vice President

ASPEN PET PRODUCTS, INC.,
a Delaware corporation

By: 
Name: Susan Richman
Title: Exec. Vice President

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Agent for itself and Secured Party


By: 
Name: Blair K. Mcken
Title: VP

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that _____
_____ (hereinafter "Debtor") hereby appoints and constitutes
BANK OF AMERICA, N.A. ("Secured Party"), and each officer thereof, its true and lawful
attorney, with full power of substitution and with full power and authority to perform the
following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents,
instruments of assignment, or other papers which Secured Party, in its sole discretion, deems
necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of
the right, title, and interest of Debtor in and to any trademarks or patents and all registrations,
recordings, reissues, extensions, and renewals thereof, or for the purpose of recording,
registering and filing of, or accomplishing any other formality with respect to, the foregoing.

2. Execution and delivery of any and all documents, statements,
certificates or other papers which Secured Party, in its sole discretion, deems necessary or
advisable to further the purposes described in Paragraph 1 hereof.

This Power of Attorney is made pursuant to an Amended and Restated
Trademark and Patent Security Agreement between Debtor and certain of its affiliates and
Secured Party of even date herewith (the "Security Agreement") and may not be revoked until
indefeasible payment in full of all the Obligations (as such term is defined in the Security
Agreement). Secured Party agrees that it will exercise its rights with respect to this Special
Power of Attorney only after the occurrence and during the continuation of an Event of
Default (as defined in the Loan Agreement referred to in the Security Agreement).

Dated as of January __, 2006.

DEBTOR:

_____,
a _____ corporation

By: _____
Name: _____
Title: _____

SCHEDULE A
to
AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT

Trademarks / Service Marks

<u>Owner</u>	<u>Trademark/ Service Mark</u>	<u>Application No. Filing Date</u>	<u>Registration No. Registration Date</u>
Doskocil Manufacturing Company	ATTRACT-O-MAT	76/657,116 03/21/06	
Doskocil Manufacturing Company	CHEE-ZUR	76/660,647 05/25/06	
Doskocil Manufacturing Company	CUTTING BOARD SELECT BITS	76/660,648 05/25/06	
Doskocil Manufacturing Company	CUTTING BOARD SELECTS	76/660,649 05/25/06	
Doskocil Manufacturing Company	NUTTA BUTTA	76/660,650 05/25/06	
Doskocil Manufacturing Company	PETMATE BAKERY DELIGHTS	76/658,474 04/14/06	

SCHEDULE B
to
AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT

Patents and Applications

<u>Owner</u>	<u>Title</u>	<u>Serial No. Filing Date</u>	<u>Patent No. Issue Date</u>
Doskocil Manufacturing Company	Dog Training Aid and Method for Training a Pet – Treats	11/425,915 06/22/06	
Doskocil Manufacturing Company	Golf Club Case with Tethered Security Pin (Golf Pro 1100)	11/428,889 07/06/06	
Doskocil Manufacturing Company	Spacer for Golf Club Bag Top Divider (Golf Pro 1100)	11/428,896 07/06/06	
Doskocil Manufacturing Company	Dog House (Leather)	29/256,272 03/17/06	
Doskocil Manufacturing Company	Litter Screen (Leather)	29/256,058 03/15/06	
Doskocil Manufacturing Company	Dog Toy Box (Leather)	29/256,073 03/15/06	
Doskocil Manufacturing Company	Cat Scratching Post (Leather)	29/256,273 03/17/06	
Doskocil Manufacturing Company	Pet Steps	29/258,528 04/24/06	
Doskocil Manufacturing Company	Pet Dish (Oval with Bone Cut-Out)	29/250,928 12/06/06	

SCHEDULE C
to
AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT

Permitted Licenses

Borrower's Licenses:

1. License and Supply Agreement effective as of September 13, 2002, by and between Angelcare Monitors Inc., a Canadian corporation, having an address at 550 chemin du Golg, Suite 202, Nun's Island, Quebec, Canada, H3E 1A8, and Dorskocil Manufacturing Company Inc.
2. Trademark License Agreement effective March 1, 1999 by and between Pet Mate Limited, an English Company of Lyon Road, Hersham, Surrey, KT123PU England and Dorskocil Manufacturing Company, Inc.
3. Purchase and Marketing Agreement effective as of February 20, 2001 by and among Animal Magnetism, a division of Cuddlewear, Inc., located at 3-1 Park Plaza, Old Brookville, New York 11545, and Dorskocil Manufacturing Company, Inc. and Samuel Sonny Crane whose address is 19 Cedar Lane North, Glen Head, New York, 11545.
4. License and Supply Agreement effective as of March 1, 2004, by and between Microban (Americas), a division of Microban Products Company, a North Carolina company, having an address at 11515 Vanstory Drive, Suite 110, Huntsville, North Carolina, 28078, and Dorskocil Manufacturing Company Inc.
5. Marketing and Distribution Agreement effective March 31, 2004 by and between Aviva Sports, LLC, a Missouri corporation, having an address at 4059 Street Road, Montreal, Missouri 65591, and Dorskocil Manufacturing Company Inc.
6. Marketing and Distribution Agreement effective May 19, 2004 by and between Nu-Tec Designs LLC, a Washington corporation, having an address at 10620 210th Ave, NE Redmond, Washington 98053, and Dorskocil Manufacturing Company, Inc.
7. License Agreement effective November 4, 2005 between Alternative Control Technology, Inc., having a location at 145 Mansfield Circle, Lexington, South Carolina 29073-8080, and Dorskocil Manufacturing Company, Inc.
8. Trademark License Agreement effective January 29, 2004 by and between Case Cargo, Inc, a Texas corporation, having an address at 1425 Whitlock Lane, Suite 100, Carrollton, Texas 75006, ("Licensor"), Casey Homoly, and individual ("Homoly"), and Dorskocil Manufacturing Company, Inc.
9. License Agreement effective June 28, 2004 by and between Design/Craft Fabric Corporation, an Illinois company, having an address at 2230 Ridge Drive, Glenville, Illinois 60025, and Dorskocil Manufacturing Company, Inc.

Licenses of Aspen Pet Products Holdings, Inc.:

None.

Licenses of Aspen Pet Products, Inc.:

1. License and Know-How Agreement, dated as of January 22, 1997, between Ciuffo Gatto S.r.l. and Aspen Pet Products, Inc., as renewed by the Renewal of a License and Know-How Agreement, executed on April 28, 2005.
2. License, Manufacture and Distribution Agreement, dated as of November 15, 1999, between Eleven, LLC and Aspen Pet Products, Inc. (Walkabout Leash/Comfort Leash).
3. License, Manufacture and Distribution Agreement, dated as of September 15, 2000, between Eleven, LLC and Aspen Pet Products, Inc. (Domed Cat Litter Box).
4. License, Manufacture and Distribution Agreement, dated as of August, 2004, between Eleven, LLC and Aspen Pet Products, Inc., and related Patent Assignment Agreement (Scoop & Hide).
5. License, Manufacture and Distribution Agreement, dated as of September, 2004, between Eleven, LLC and Aspen Pet Products, Inc., and related Patent Assignment Agreement, (Signature Leash Collar Harness).
6. License, Manufacture and Distribution Agreement, dated as of August, 2004, between Eleven, LLC and Aspen Pet Products, Inc., and related Patent Assignment Agreement (Interactive Pet Toys).
7. License, Manufacture and Distribution Agreement, dated as of August, 2004, between Eleven, LLC and Aspen Pet Products, Inc., and related Patent Assignment Agreement (Cat Box & Tray).
8. Master Design Services Agreement for Pet Toys and Accessories, dated as of May 11, 2001, between Eleven, LLC and Aspen Pet Products, Inc.
9. License Agreement, dated as of January, 1992, between The Aspen Company, Inc. and Carpe Diem, Imagineering, Inc.
10. License Agreement, dated as of July 15, 1996, between Aspen Pet Products, Inc. and Carpe Diem Imagineering, as amended by the Amendment, effective as of April 1, 2002, between Aspen Pet Products, Inc. and Carpe Diem Imagineering.
11. Non-Exclusive License Agreement, dated as of May 1, 2002, between Joseph S. Sporn and Aspen Pet Products, Inc.
12. Product Development Agreement, dated as of October 7, 1997, between Aspen Pet Products, Inc. and RUFF Concepts, Inc.
13. License Agreement, dated as of March 30, 2005, between Aspen Pet Products, Inc. and GeDo, Inc. (The Petray).
14. License Agreement, dated as of March 30, 2005, between Aspen Pet Products, Inc. and GeDo, Inc. (The Zoomball).

15. License Agreement, dated as of March 30, 2005, between Aspen Pet Products, Inc. and GeDo, Inc. (SparCat Cat Toy).
16. Exclusive License Agreement, dated as of October 3, 2003, between Pet Generation, LLC and Aspen Pet Products, Inc.
17. Settlement Agreement, License Agreement and Release, dated as of August 19, 2002, between Aspen Pet Products, Inc. and MJC-A World of Quality, Inc.
18. License, Manufacture and Distribution Agreement, dated as of July 20, 1999, among Aspen Pet Products, Inc., Winga Designs, Inc. and Justin Winga.
19. Design License Agreement, dated as of December 17, 2001, between Aspen Pet Products, Inc. and Catrinka Marvis.
20. Exclusive License Agreement, dated as of December 27, 2004, between Aspen Pet Products, Inc. and Charles P. Costello.
21. Product Development and Exclusive License Agreement, dated as of October 27, 1994, between BOODA Products, Inc. and Pet Avenue, Inc., as assumed by BOODA Acquisition Corp. pursuant to the letter agreement with Pet Avenue, Inc. dated December 19, 1995.
22. License Agreement, dated as of April 1, 2005, between majorTOY, Inc. and Aspen Pet Products, Inc. (Tug-N-Plush).
23. License Agreement, dated as of April 1, 2005, between majorTOY, Inc. and Aspen Pet Products, Inc. (Treat Launcher).
24. Consulting and Commission Agreement, dated February 25, 2005, among Aspen Pet Products, Inc., Marketing and Creative Sales, Inc. and Rod Herrenbruck.
25. Exclusive License Agreement, dated February 25, 2005, between Aspen Pet Products, Inc. and Royalty Partners, Limited Partnership.
26. License Agreement, dated as of February 1, 2005, between Link Group International, LLP and Marketing and Creative Sales, Inc., as assigned by Marketing and Creative Sales, Inc. to Royalty Partners, Limited Partnership, as of February 25, 2005, as sublicensed to Aspen Pet Products, Inc.
27. Contract Assignment, dated as of February 25, 2005, executed by Marketing and Creative Sales, Inc. regarding Confidential Technology Development Agreement, dated September 29, 2004 between MGP Ingredients, Inc. and Marketing and Creative Sales, Inc., together with the Confidential Technology Development Agreement.
28. License Agreement, effective as of November 1, 2004, between Double Doggie, LLC and Aspen Pet Products, Inc.
29. License Agreement, dated as of May 9, 2005, between Dennis Fountaine (Rocket Science Labs) and Aspen Pet Products, Inc. (Gato del Sol).

30. License Agreement, dated as of May 9, 2005, between Dennis Fountaine (Rocket Science Labs) and Aspen Pet Products, Inc. (Doggy Bag).
31. License Agreement, dated as of April 18, 2005, between Jim McCafferty Productions, Inc., Galoob Product Development, Inc. and Aspen Pet Products, Inc.
32. License Agreement, dated as of April 15, 2005, between Intelibaby LLC and Aspen Pet Products, Inc.
33. Licensing Agreement, dated as of July 15, 2005, between Lassen International, Inc. and Aspen Pet Products, Inc.
34. Nonexclusive License Agreement, dated as of October, 2004, between Aspen Pet Products, Inc. (as Licensor) and Ethical Products, Inc.
35. Agreement, dated July 17, 2005, among Richard C. Levy & Associates, Pauline Olson and Aspen Pet Products, Inc. (Tyvek)
36. License Agreement, dated October 10, 2005, between Creaa (USA) Inc. and Aspen Pet Products, Inc. (Kitty Beans)
37. License Agreement, dated November 29, 2005, between Kennedy-Matsumoto Design, LLC Richard C. Levy & Asso., and Aspen Pet Products, Inc. (Ball Throwing Pet Item)
38. Agreement, dated July 17, 2005, among Ronald Milner, Richard C. Levy & Associates and Aspen Pet Products, Inc. (Dog leash handle with ultrasonic noise generator)